

## INVITATION TO BID TENDER COVER PAGE

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER**

**BID NUMBER: JW 029/22 CHR**

**CLOSING DATE: 22 August 2022**

**CLOSING TIME: 10:30**

**DESCRIPTION: PROVISION OF GUARDING, ARMED RESPONSE AND ESCORT SERVICES TO JOHANNESBURG WATER SITES FOR A PERIOD OF THREE (3) YEARS**

**BIDDERS ARE ENCOURAGED TO ATTEND A NON-COMPULSORY TENDER BRIEFING SESSION ON MICROSOFT TEAMS. THE LINK WILL BE AVAILABLE ON THE JW WEBSITE.**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7)**

**BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR**

**TURBINE HALL  
65 NTEMI PILISO STREET  
NEWTOWN  
JOHANNESBURG  
2001**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		CSD No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
<b>The 90/10 point scoring system will be applicable to this tender, i.e.90 points for Price and 10 points for Preferential procurement (BBBEE).</b>				
TOTAL BID PRICE (if applicable)				R
TOTAL NUMBER OF DOCUMENTS SUBMITTED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management		DEPARTMENT	Corporate Services: Security
CONTACT PERSON	Gcina Ndela		CONTACT PERSON	Catherine Ditsebe
TELEPHONE NUMBER	011 688 1796		TELEPHONE NUMBER	011 688 1821
E-MAIL ADDRESS	<a href="mailto:gcina.ndela@jwater.co.za">gcina.ndela@jwater.co.za</a>		E-MAIL ADDRESS	<a href="mailto:catherine.ditsebe@jwater.co.za">catherine.ditsebe@jwater.co.za</a>

## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED TO THE CORRECT ADDRESS BY THE STIPULATED TIME. LATE BIDS WILL NOT BE ACCEPTED
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)
- 1.3. TENDERERS ARE REQUIRED TO SUBMIT ONE ORIGINAL HARD COPY PLUS A SOFT COPY IN A USB
- 1.4. THIS BID IS SUBJECT TO JOHANNESBURG WATER SCM POLICY VERSION 11
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.6. TENDERS WILL BE OPENED IN PUBLIC SOON AFTER CLOSING TIME AND RECORDING OF RECEIVED DOCUMENTS BUT NOT LATER THAN 11:00 AT THE TENDER OFFICE LOCATED TURBINE HALL 65 NTEMI PILISO STREET NEWTOWN JOHANNESBURG 2001, GROUND FLOOR. TENDERERS NAMES AND TOTAL PRICES, WHERE PRACTICAL WILL BE, READ OUT

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.5 BIDDER MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |   |  |
|---|--|
| 3.1. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

**SIGNATURE OF BIDDER: .....**

**CAPACITY UNDER WHICH THIS BID IS SIGNED: .....**

**DATE: .....**

## ACKNOWLEDGEMENT OF BID CONDITIONS

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Johannesburg Water ( SOC ) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
  - (a) the offer herein shall remain binding upon me/us and open for acceptance by Johannesburg Water ( SOC ) Ltd during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;
  - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Johannesburg Water ( SOC ) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Johannesburg Water ( SOC ) Ltd and I/we will then pay to Johannesburg Water ( SOC ) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Johannesburg Water ( SOC ) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Johannesburg Water ( SOC ) Ltd may sustain by reason of my/our default;
  - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

SIGNATURE(S) OF BIDDER OR ASSIGNEE(S).....

DATE:.....

Capacity and particulars of the authority under which this bid is signed .....

Name of bidder.....

Postal address (in block letters) .....

Telephone No.(s) .....

Facsimile No: .....

Bid No. ....

Name of contact person (in block letters).....

## **INSTRUCTIONS TO BIDDERS**

NB: Each bid must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER, DESCRIPTION OF BID AND THE CLOSING DATE must be clearly endorsed. The bid must be addressed to Supply Chain Management Unit, Johannesburg Water (SOC) Ltd and deposited in the BID BOX situated at the entrance : Turbine Hall, 65 Ntemi Piliso street, Newtown, Johannesburg.

It is the responsibility of the bidder to ensure that their/his / her bid document is submitted in a sealed envelope and placed in the Bid Box in good time so as not to miss the official deadline of 10:30 on the closing date.

Bid documents submitted via courier services will be acceptable provided that the bidder instructs such courier company or its representative to deposit the documents in the bid box. Documents should under no circumstances be handed to an employee of Johannesburg Water as it may not be held accountable in the event of any loss thereafter.

Bid documents may not be submitted via the South African Post Office as only bid documents received in the Bid Box at the time of closing will be taken into account.

## **IMPORTANT CONDITIONS**

1. Bid documents must be completed using non-erasable black ink. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded from the etender portal.
2. Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may disqualify the bid.
3. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
4. Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.
5. All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at Turbine Hall, 65 Ntemi Piliso Street, Newtown. Bidders are required to submit soft copy tender documents in a form of USB.
6. Bids should as far as possible be submitted in their entirety. Such bid documents should also comply with submission requirements as described therein, and should be bound in such a way that pages will not go missing.
7. Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents.
8. It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.
9. Tenderers will be afforded a period of three (3) days to complete the following returnable documents (MBD Forms) in instances where such forms are incomplete.
10. Pricing schedule must be completed and signed. Bids that are received contrary to this requirement will be disqualified.
11. The evaluation on price alteration must be conducted as follows:
  - 11.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
    - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified
    - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
  - 11.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
    - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
    - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
    - (iii) If there is an alteration on the total bid offer and the amount in words without authentication, the bidders will be disqualified for the entire tender.
12. Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.

### CHECK-LIST FOR TENDER SUBMISSION

Completion of this check-list will assist the Tenderer in ensuring that they have complied with all the requirements for submission of this tender.

#	Description	Complied	
		Yes	No
<b>1</b> Contact details provided	Name of tenderer		
	Contact person		
	Telephone No.		
	Fax No.		
	Email address		
	Cell No.		
<b>2</b> Completion of documentation (Forms)	Provide an Authority to sign tender Annexure B		
	Completed and signed (Acknowledgement of conditions)		
	Completed and signed Tender form and Pricing schedule		
	Completed MBD 3..1 - Firm Prices		
	Alterations (if any ) authenticated		
	Completion of form MBD 6.1 – (Preference points claim)		
	Complete and sign MBD 4- Declaration of any potential Conflict of Interest		
	Complete and sign MBD 8- past Supply Chain Management Practices Form		
	Complete and sign MBD 5 (Declaration for Procurement above R10m)*		
	Complete and sign MBD 9- Certificate of Independent bid Determination		
	JV Agreement (if Applicable)		
<b>3</b> Submission of documents	Completed Banking Details		
	Valid Tax Compliance Status Pin/ CSD MAAA number for Tenders		
	Valid BBBEE certificate (SANAS/CIPC) or Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.		
	Certified copy of a consolidated Valid BBBEE certificate for JV (if applicable)		
	Confirmation that you have no municipal commitments overdue for more than 90 days**(for both the bidder/company and for the directors)		
	Confirmation that suitable arrangements in place for arrear municipal obligations with your local municipality		
	Annual Financial statements for past 3 years (AFS) *		
<b>4</b> Qualifications	Is your tender subject to any qualifications? If Yes, reference to such qualification/s and must be indicated below:  _____		

\* for tenders with an estimated total value exceeding R10m (VAT included)

\*\* for all tenders regardless of value

Name of tenderer \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



**CERTIFICATE OF AUTHORITY**

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**(I) Certificate For Company**

I, ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board taken on ....., Mr/Ms ....., acting in the capacity of ....., was authorized to sign all documents in connection with tender JW..... and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....



(II) **Certificate For Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr/Ms ..... , acting in the capacity of  
....., to sign all documents in connection with the  
tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

***Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.***



### (III) Certificate For Partnership

We, the undersigned, being the key partners in the business trading as, ..... , hereby authorize Mr/Ms ..... , acting in the capacity of ..... , to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

***Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.***





#### (IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . . , authorised signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation

***Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.***



**(V) Certificate For Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the Business  
trading as .....and the person authorised  
hereunder is duly authorized to sign all documents related to tender JW.....  
and contract resulting therefrom.

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

## **EVALUATION CRITERIA**

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA). Preferential Procurement Regulations 2017, Supply Chain Management Policy of Johannesburg Water (JW) and applicable Supply Chain Management Treasury Regulations.

Administrative Returnable document

1. SARS one-time TAX PIN,
2. municipal statement of account for both Director/s and Company (not older than three [03] months or a valid lease agreement),
3. Annual financial statements (AFS) past three [03] years, (audited financial statements)
4. Joint Venture / Consortium Agreement signed by all parties.
5. Valid BBBEE Certificate or certified copy thereof or a valid sworn affidavit
6. A completed and signed Invitation to Bid form MBD 1
7. A completed and signed Declaration of Interest form MBD 4
8. A Completed and signed Declaration for Procurement above R10 Million MBD 5
9. A completed and signed Pricing Schedule MBD 3.1
10. A completed and signed Preference Points Claim Form MBD 6.1
11. A completed and signed Declaration of Bidder's Past Supply Chain Management Practices MBD 8
12. A completed and signed Certificate of Independent Bid Determination (MBD 9)

### **B-BBEE validation requirements:**

- a) Valid original BBBEE certificate or certified copy of valid BBBEE certificate (Only Valid BBBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- b) In case of a JV, the tenderer must provide a joint venture agreement signed by all parties and proof of a consolidated valid original BBBEE Certificate or certified copy of BBBEE Certificate of a joint venture is required. (both the agreement and the consolidated valid original BBBEE Certificate or valid certified copy of BBBEE Certificate must be submitted
- c) A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a valid sworn affidavit.

- d) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a sworn affidavit.
- e) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid, original or certified as a true copy of the original or the Bidder must submit an affidavit stipulating that their annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on their latest Financial Statements/Management Accounts and other information available thereon. A Bidder must submit their latest Annual Financial Statements signed off by the professional Accountant or Auditor.
- f) Bidders who do NOT qualify as EME's and QSE's as outlined in (c) and (d) above, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- g) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- h) Bidders who fail to submit a valid original or certified copy of their B-BBEE Certificate or Valid Sworn Affidavit score zero Valid Sworn Affidavits or certified copy of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

**i.e.**

- (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- (iii) The COA shall sign the declaration and print his full name and business address below his signature; and State his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.

**N.B. Copy of certified copies will not be accepted.**

**Mandatory Requirement**

1. Registration with Central Supplier Database (CSD),
2. Certified copy of a Valid Unemployment Insurance Fund (UIF).
3. Certified copy of a Valid Compensation of Injury Diseases Act (COIDA).
4. Certified Copy of a Valid Company Registration with PSIRA.
5. Certified Copy of a Valid Company Owner/s Registration with PSIRA.
6. A certified copy of valid Letter of Good Standing from PSIRA.
7. A certified copy of valid Letter of Good Standing from the PSSPF.

8. Certified copy/s of Director/s ID/s.
9. Certified copy of Company Firearm License
10. A valid teaming agreement in the case of a Consortium or Joint-Venture signed by all party representatives. Document should be in full and indicate the leading partner and proposed revenue split.
11. A R 10 million minimum insurance cover that must be valid at the date of tender closure or A letter of intent from an insurance company for cover of minimum R10 million. In the case of a Consortium or Joint-Venture submit R 10 million minimum professional indemnity insurance cover of the leading partner or A letter of intent from an insurance company for cover of minimum R10 million (Cover should include but not limited to loss of asset, Injuries, theft, animal assets) Should the requested professional indemnity cover or letter of intent from an insurance company not be submitted and/ or the minimum is below R10 million such bid will not be evaluated further or not be considered;

**NB: All certificates required to be certified not more than 90 days of the closing date.**

**NB: Bidders who fail to comply with the above mandatory requirement will be disqualified.**

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### 3. Functionality:

The following aspects will be considered during the Technical evaluation:

#### (a) **Functionality (Technical)**

##### **EVALUATION CRITERIA(Part A-Gate Keeper)**

Criteria No.	Criteria	Description	Documentary evidence	Compliance YES/NO			
1	PSIRA Registration for 2 Security Contract Managers	2 Security Contract Managers to each have a valid Grade A PSIRA Registration Certificate	Valid PSIRA Grade A registration certificates to be provided by the Tenderer for the 2 managers to be employed on this contract	Registrations compliant: YES/NO			
2	PSIRA Registration for the 4 Mobile Shift Supervisors	4 Shift Supervisors to each have a valid Grade A PSIRA Registration certification	Valid PSIRA Grade A registration certificates to be provided by the Tenderer for the 4 Shift Supervisors to be employed on this contract	Registrations compliant: YES/NO			
Only tenderers who satisfy the above requirement will proceed to further evaluation (Part B)							
Criteria No.	Criteria	Description	Documentary evidence	Points allocation	% Weighting	Min number of points	Max number
1	Company Experience	Tenderer to have a minimum of three 3 years' experience in providing Guarding and Armed Guard services to corporate or government Entities, with a minimum cost of <b>R100 million Rands</b>	Tenderer must provide confirmation in writing from their clients related to Guarding and Armed Guard services completed.  <b>Note: Reference Letter:</b> <i>The tenderer must request their client (where work was executed) to complete the attached Contactable reference letter template in the tender document in full or provide reference letters in their client's letter head with all the required information as</i>	Security company with 3 years' experience will score 35 points. Security company with 4 or more years of experience will score 50 points.	50%	35	50



<i><b>Tenderers need to obtain the minimum score of 70 points, as well as the minimum score for each criterion in order to be considered further, ie site visit. Tenderers failing to achieve the minimum scores will not be considered further</b></i>			
<b>Possible score for quality (Ms)</b>	<b>100</b>	<b>70</b>	<b>100</b>

*Tenderer who are unable to meet all requirements will not be considered and all tenderers meeting the requirements will be evaluated further.*

**Any bidder who does not meet the minimum threshold of 70 out of 100 points will be eliminated and will not be considered for the next stage of Pricing.**



#### 4. Financial offer:

The following aspects will be considered in the financial offer:

- 4.1. Costing for all items as described in the Pricing Schedule
- 4.2. Review of financial offer and discrepancies between total and calculations
- 4.3. Identify any parameters that may have a bearing on the financial offer, e.g. contract period, price escalations or adjustments required and life cycle costs.

When the value of the bid is estimated to exceed R50 000 000 (all applicable taxes included) the 90/10 preference point system shall be applicable,

**The maximum points for this bid are allocated as follows:**

PREFERENCE POINT SYSTEM	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE	100

#### Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

#### AWARD STRATEGY

The tender will be evaluated and awarded to the two highest scoring service providers based in terms of price and BBEE.

## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW 029/22 CHR PROVISION OF GUARDING, ARMED RESPONSE AND ESCORT SERVICES TO JOHANNESBURG WATER SITES FOR A PERIOD OF THREE (3) YEARS**

**Name of tenderer:**

.....

**Description of goods / service provided (Scope of Work):**

.....

.....

.....

**Date of goods / services provided**

**Start date:** .....

**End date:** .....

**Value of the goods/ service provided:** .....

**Was their performance satisfactory ?** Yes / No\*

**Was the quality / specifications complied with** Yes / No\*

**Name of authorised person:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **email** \_\_\_\_\_ **date** \_\_\_\_\_

**Completed on behalf (name of business)**

\_\_\_\_\_

*NB: This document must be completed in full by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with all the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.*

## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW 029/22 CHR PROVISION OF GUARDING, ARMED RESPONSE AND ESCORT SERVICES TO JOHANNESBURG WATER SITES FOR A PERIOD OF THREE (3) YEARS**

Name of tenderer:

.....

Description of goods / service provided (Scope of Work):

.....

.....

.....

Date of goods / services provided

Start date: .....

End date: .....

Value of the goods/ service provided: .....

Was their performance satisfactory ? Yes / No\*

Was the quality / specifications complied with Yes / No\*

Name of authorised person: \_\_\_\_\_ Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_ email \_\_\_\_\_ date \_\_\_\_\_

Completed on behalf (name of business)

\_\_\_\_\_

*NB: This document must be completed in full by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with **all** the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.*

**TENDER FOR THE PROVISION OF GUARDING, ARMED RESPONSE AND ESCORT SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**THE TENDER MAY BE AWARDED TO MORE THAN ONE BIDDER DUE TO THE JW GEOGRAPHICAL LAYOUT FOR THE SITES.**

**PART 1 - GENERAL SPECIFICATIONS**

**1. PROVISION OF SERVICES**

- 1.1 As from the Commencement Date, the Contractor shall render the Services, expertise and facilities to JW as set out in these Specifications.
- 1.2 The services of professionally trained qualified and registered Armed Response Guards and physical guarding personnel are required by JW to perform duties at the Sites allocated by JW, the escorting of JW employees and contractors to volatile areas in the performance of their functions.

**2. SECURITY PERSONNEL**

- 2.1 The Contractor and its employees provided in terms of this agreement shall be registered with the Private Security Officer's Regulatory Authority (PSIRA) and shall at all times during the term of this agreement comply with the provisions of the Private Security Industry Regulations Act No. 56 of 2001 as amended from time to time or any Act which supersedes that Act. A certified copy of the current certificate of registration of the contractor with PSIRA must be submitted together with the tender document. Failure to adhere to this requirement will result in the elimination of such tender.
- 2.2 The Contractor shall provide the required number of security personnel to JW only after they have successfully completed the approved training course(s), i.e. grades A, B, C, D, and E the nature of which shall be prescribed by PSIRA. The security personnel shall not less than 10 (ten) days prior to the Commencement Date have been trained and qualified to perform their services to the level of professional efficiency required by JW and agreed upon by the parties. All costs incurred in the training of security personnel provided in terms of this agreement shall be borne by the Contractor.
- 2.3 The security personnel provided in terms of this agreement shall perform their duties from Mondays to Sundays from 18:00 to 06:00 (night shift) and/or 06:00 to 18:00 (day shift) or such other times as may be required by JW from time to time.
- 2.4 The security personnel provided in terms of this agreement shall report for duty daily at those places as indicated in the scope of work by JW. However, these places of reporting may vary, from time to time according to the operational requirements of JW.
- 2.5 The Contractor shall before the Commencement Date furnish JW with the names and grades and PSIRA registration numbers of all the security personnel employed by the Contractor to render the Services. This information shall be certified as true and correct by the Contractor and shall at all times during the term of this agreement, be kept up to date by the Contractor by means of written notice to JW setting out any change to the information submitted within 7 days of such change occurring.
- 2.6 The Contractor shall together with the Tender furnish JW with a letter of good standing from PSIRA.

- 2.7 The Contractor within 30 days of the Commencement Date of the contract furnish JW Security Department with background checks confirmation performed by an independent service provider.

### **3. CONDITIONS PRECEDENT**

- 3.1 Security personnel provided by the Contractor in terms of this agreement shall, be -
- 3.3.1 prepared to work shifts and/or overtime as and when required by JW and agreed upon by both parties;
  - 3.1.2 a member of the local community, if at all possible;
  - 3.1.3 in a physically fit and mentally sound condition to perform their duties in terms of this agreement;  
  
subject to the code of conduct (Part 2 of this document) as amended from time to time.
- 3.2 Members of the security personnel shall:
- 3.2.1 daily sign on and off duty as required by JW;
  - 3.2.2 when on duty wear an identity disc, tag or other device as agreed upon between the parties and issued by the Contractor at its own cost;
  - 3.2.3 when on duty, and where the use of a firearm is required, be in possession of a valid firearm permit issued by the Contractor at its own cost in conjunction with the South African Police Service;
  - 3.2.4 when on duty, wear the uniform clothing including foot-wear as required by JW which shall be provided by the Contractor;
  - 3.2.5 when on duty, be in possession of the equipment referred to herein (which shall at all times be clean and in working order and condition where applicable), to enable them to perform their duties in terms of this agreement;
  - 3.2.6 be professionally and formally trained and able to use and handle a firearm when required;
  - 3.2.7 be trained and able to use and control guard dogs when required by JW: Provided that only the number of members of the Contractor's security personnel as agreed upon between the parties shall be trained by the Contractor to use and control guard dogs.

### **4. CONDITIONS OF EMPLOYMENT**

- 4.1 The Contractor shall acquaint itself with any relevant wage regulating measures, and/or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of the agreement and shall give effect to the provisions of any such wage regulating measure and/or statutory enactment as they come into force. When called upon to do so by JW, the Contractor shall produce proof that the provisions of this clause are complied with by it.
- 4.2 The conditions contained in any agreement or mutual agreement mentioned in the definition of wage regulation measure shall be binding upon the Contractor whether or not it is a party to such agreement or mutual arrangement.

- 4.3 Where any wage regulating measure or statutory enactment in operation at the commencement date ceases to apply before the completion of the agreement and not be extended or substituted by another wage regulating measure, or statutory enactment, the Contractor shall continue to conform to the conditions of employment laid down in such lapsed wage regulating measure or statutory enactment unless otherwise agreed to by JW in writing.
- 4.4 Salaries payable by the Contractor to its security personnel shall at no stage be less than those prescribed by any applicable wage determination in the security industry, or in the absence thereof, in terms of the last applicable wage determination.
- 4.5 Whenever called upon to do so by JW, the Contractor shall produce proof to the satisfaction of JW of the wages/salaries of the various grades of security personnel employed by it and that all wages/salaries due to its security personnel have been paid.
- 4.6 The Contractor shall on or before the Commencement Date provide JW with certified copies of its current grievance and disciplinary procedures.

## **5. DUTIES OF CONTRACTOR**

- 5.1 The security personnel are first and foremost deployed by the Contractor to protect the employees/labour, assets, equipment, tools and materials of JW, at the Site allocated to them refer to scope of work.
- 5.2 The Contractor shall be obliged to have and maintain a functioning operational office within the area of the City of Johannesburg Metropolitan Municipality.
- 5.3 The Contractor shall be responsible for taking command of and controlling the deployment of its security personnel on a daily basis at Sites designated by JW. No employee of the Contractor may be present at any Site unless deployed to that Site by the Contractor.
- 5.4 The Contractor shall provide the necessary equipment, and uniforms required in terms of these Specifications or as directed by JW from time to time in writing, which shall at all times be in a clean and working order and condition, including but not limited to firearms, handcuffs, batons, radios, pocket books, pens, torches and wrist watches to enable its security personnel to perform their duties to the satisfaction of JW. All original pages of Occurrence Books shall from first utilisation, become the property of JW, and shall be handed to JW for safe keeping immediately after the pages/books are full. JW undertakes to give the Contractor access to all these books on request and to allow the Contractor to make photocopies thereof at its own cost. JW shall have a similar right of access to and photocopying of Pocket Books in the possession of the Contractor.
- 5.5 Identification for purposes of this agreement shall constitute –
  - 5.5.1 a standard uniform, as approved by JW: and
  - 5.5.2 an identity disc, tag or other device as approved by JW.
- 5.6 The standard uniform shall consist of:
  - 5.6.1 at least the following attire for both male and female security personnel: cap/beret, shirt, pants, socks, shoes/boots, belt, whistle, baton, handcuffs, bulletproof vest the Contractor's insignia and adequate clothing for protection against inclement or cold weather as and when required, and

5.6.2 an identity disc, tag or other device prescribed by JW which shall at least contain the following information in respect of the Contractor's security personnel:

5.6.2.1 A recent colour photograph of the relevant security personnel member;

5.6.2.2 his/her full names, surname and nick name;

5.6.2.3 Identity number and grade; and

5.6.2.4 Registration number with PSIRA,

and shall be displayed on the right hand side pocket of the shirt whilst on duty.

5.7 The Contractor warrants and guarantees that:

5.7.1 the security personnel's services shall be rendered and executed in a professional manner in accordance with the standards agreed upon between the parties and expected in the security industry: and

5.7.2 the security personnel shall, after completion of their formal training, have the expertise to execute their functions properly, in particular regarding but not limited to -

5.7.2.1 the execution of their service, including the legal aspects thereof,

5.7.2.2 the use, handling of firearms; and

5.7.2.3 the use and control of guard dogs as and when required by JW; Provided that only the number of members of the Contractor's security personnel as agreed upon

5.7.3 All of the security personnel provided by the Contractor to JW shall at least once every six (6) months receive formal training on pre-determined subjects and for a duration as required by JW prior to the commencement of such training. The results of any such retraining shall be made available to JW in writing forthwith on being issued. **This will be at the contractors cost.**

5.7.4 All of the security personnel provided by the Contractor to JW in terms of this agreement and of whom it is a specific requirement to be issued with a firearm, shall at least once every three (3) months receive retraining with such firearm. The results of any such training shall be made available to JW in writing forthwith on being issued. **This will be at the contractors cost.**

5.7.5 The Contractor shall ensure that all supervisors and site managers have a formal written training and development programs for all security personnel in the employ of the of the Contractor and provided in terms of this agreement.

5.8 Although the security personnel provided in terms of this agreement shall observe JW's regulations, rules operating methods and procedures while providing the services under this agreement, they shall at all times continue to be employees of the Contractor.

5.9 The Contractor undertakes that it shall, as soon as is practically possible before the Commencement Date, make the relevant provisions of this agreement known to all members of the security personnel provided in terms hereof.

- 5.10 The Contractor acknowledges that JW shall at all times during the term of this agreement be entitled to monitor the Contractor's services, or cause them to be monitored, without prior notice to the Contractor.

## **6. SCOPE OF WORK: PROPERTY**

- 6.1 In respect of security services provided on the premises of JW, the Contractor shall at all times apply the provisions of the Control of Access to Public Premises and Vehicles Act. 1985 (Act No. 53 of 1985) to the premises of JW. The general duties of security personnel provided by the Contractor in applying the Act to the property of JW shall, inter alia, include the following: the JW Security Manager shall designate a member of the JW staff or a member of the security personnel to be the person in control of the premises ("the authorised officer"). No person shall without the permission of the authorized officer enter or enter upon any premises or any vehicle in respect of which a directive has been issued by JW and for the purpose of the granting of that permission the authorized officer may require of the person concerned that he –

6.1.1 furnish his name, address and any other relevant information required by the authorized officer

6.1.2 produce proof of his identity to the satisfaction of the authorized officer;

6.1.3 declare whether he has a firearm or any potential dangerous object in his possession, custody or under his control;

6.1.4 declare what the contents are of any vehicle suitcase, attaché case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control, and show those contents to him;

6.1.5 subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or other apparatus in order to determine the presence of any potential dangerous object; and

6.1.6 In the case of designated high security premises or vehicles be searched by an authorized officer.

- 6.2 Where an authorized officer grants permission in terms of clause 6.1, he may do so subject to conditions regarding the carrying or displaying of some form of proof that the necessary permission has been granted, to visit a specific person, office or area, the duration of his presence on or in the premises or vehicle, the escorting of the person concerned while he is on or in the premises or vehicle, and such other requirements as he may consider necessary.

- 6.3 Subject to the provisions of the Trespass Act 1959 (Act No. 6 of 1959), an authorized officer may at any time remove any person from any premises or vehicle if –

6.3.1.1 that person enters or enters upon the premises or vehicle concerned without the permission contemplated in clause 6.1;

6.3.1.2 that person refuses or fails to observe a condition contemplated in clause 6.3; or

6.3.1.3 the authorized officer considers it necessary for the safeguarding of the premises or

6.3.1.4 vehicle concerned or the contents thereof or for the protection of the people therein or thereon.



- 6.4 The search of a female under clause 6.1 shall only be carried out by a female security personnel member in private, and should at all times be done in a courteous and dignified manner.
- 6.5 The provisions of clause 6.1 shall apply in respect of any member of the South African Police Service establishment by or under any law or a member of the South African National Defence Force, who is required in the performance of his functions, to enter or enter upon any public premises or public vehicle and who produces proof of his identity to the satisfaction of the authorized officer concerned. Provided that such member shall not be obstructed in the performance of his duties.
- 6.6 Area Supervisor will visits all their manned sites twice per 24 hour shift, a posting of Security officers will not be considered as a site visit.
- 6.7.1. Area Supervisors will get out of their vehicle when visiting a site and check all registers on site, make sure that all the equipment provided by the contractor is in working order at any given time.
- 6.7.2. The Area Supervisor will do a patrol of the site and clock at all the active guard monitoring points on site and ensure these points are working.
- 6.7.3. Site and Area Supervisors will from time to time be requested to escort JW technical staff to high risk areas.
- 6.7 Armed response officers will perform the duties of an armed response officer.
- 6.8.1. Have all the correct equipment to perform their duties.
- 6.8.2. Respond to all call out and JW alarm activations on their sites.
- 6.8.3. Give feedback to their control room as to what the situation is on site. Buildings are open, windows are broken, a break-in to place or there was a robbery. In the event of a break-in or robbery the SAPS and JW Security must be contacted.
- 6.8.4. Record the alarm activation in the onsite occurrence book.
- 6.8.5. Complete incident investigation forms if an incident occurred.
- 6.9. All JW active guard systems will be monitored 24/7, 365 days a year in the contractors control room.
- 6.9.1. In the event of a failed patrol on the Active Guard System the Area or site Supervisor will be dispatched to the site of the failed patrol to investigate why there was a failed patrol.
- 6.9.2. The contractor will on a daily basis before 08:00am send a detailed alarm and active guard report to JW Security Control Room by email. The report will contain the following information. The name of the site, date and time of the alarm activation. Name of armed response officer, time he arrived on site and the reason for the alarm activation and findings. The same will be done for any failed patrol on the active guard monitoring system.

## **7. CONTROL ROOM**

The contractor must have a fully operational control room within CoJ Municipality. If the contractor does not yet have a control room within CoJ, a grace period of 90 days shall be given to the

Contractor by JW to have the control room. A second site visit will be conducted after 90 days to confirm compliance.

7.1 The Contractor must have a functioning Security Control Room conforming to the following minimum requirements:-

7.1.1 It must be a separate room, office or building, specifically adapted and designed to serve as a dedicated control room for that function only.

7.1.2 It must be manned on a 24 hour basis by a trained bilingual operator.

7.1.3 It must be equipped with:

7.1.3.1 A two-way radio base station, in order to facilitate communication with the various CoJ Municipality locations and guards on site and escorts.

7.1.3.2 A working telephone and email system, to facilitate communication with the Johannesburg Water's representative and Control Room 24 hours per day.

7.1.3.3 An electronic Occurrence Book, for the purpose of recording entries, including irregularities, as and when reported by the Johannesburg Water's representative to the Contractor.

7.1.3.4 Johannesburg Water has its own Security Control Room.

## 8. **PENALTIES:**

In terms of clause 11 of the Conditions of Contract JW is entitled to levy penalties, deductible from any amounts due to the Contractor for any of the occurrences referred to below:

8.1 In the event of an armed guard or armed response officer being posted without a firearm or not in working order or without the necessary ammunition, protective gear or without a holster or without a firearm licence, or permit or authorisation issued in terms of the Firearms Control Act No 60 of 2000, a penalty shall be imposed by JW.

8.2 Grade B security personnel will be required for the Escort Services. Should it at any time during the term of this agreement or at any time thereafter, be determined that ungraded security personnel or personnel of a lower grade than required by JW or with inadequate training or no training at all were or are being utilized, a penalty will be issued and a letter will be issued to the contractor as a warning that they are in breach of contract.

8.3 Provided, all overpayments made to the Contractor shall forthwith be recovered from the time the lower grade or untrained security personnel was/were supplied and the matter shall then furthermore, should the agreement still be in force, be dealt with in terms of clause 20 of the Terms and Conditions of Contract.

8.4 In the event of armed and unarmed guards posted without standard required equipment or without the standard equipment being clean or in working order, or in the event of Johannesburg Water Security personnel or any other Johannesburg Water Staff member find problems as related in the penalty chart below, a penalty will be issued according to the following table:

Chart illustrates penalties that will be issued to the Security Service Provider and breaches as indicated is found:

## PENALTIES

Items	Penalty: Year One	Penalty: Year Two	Penalty: Year Three
Pen, Means of telling the time, Registers not kept up to date or written out ahead of time, e.g., Occurrence Books, Pocket Book	R 500, 00 per shift	R 550, 00 per shift	R 605, 00 per shift
Uniform or part of standard uniform which includes ID Cards, Handcuffs, Batons.	R 1000,00 per shift	R 1100, 00 per shift	R 1210.00 per shift
Spotlights or Flashlights not in a working condition. JW to ensure that there is electricity on site/ Security Service provider to ensure the working condition of equipment.	R 600,00 per shift	R 660, 00 per shift	R 726, 00 per shift
Base Radio, PTT and or Portable Radios as well as Cellular Phones not in a working condition. Services provider to ensure the working condition of equipment.	R 1000,00 per shift	R 1100, 00 per shift	R 1210.00 per shift
Firearms related issues.	R 2500,00 per S/O on shift	R 2750, 00 per S/O on shift	R 3050, 00 per S/O on shift
No Occurrence Book and pocket book	R 1000,00 per shift	R 1100, 00 per shift	R 1210.00 per shift
Area Supervisors and Area Manager vehicles not in a working condition/ Service provider to ensure the working condition of all vehicles.	R 5000,00 per shift	R 5500, 00 per shift	R 6050, 00 per shift
Site Supervisors, Area Managers that are unable to use the vehicle due to it not been in a working condition will be seen as not performing their duties	R 5000,00 per shift	R 5500, 00 per shift	R 6050, 00 per shift
Guards found making use of heaters or stove plates while on site	R 2000,00 per shift	R 2200, 00 per shift	R 2420, 00 per shift
Guards that have been found making illegal electrical connections on any JW site.	R 2000,00 per shift	R 2200, 00 per shift	R 2420, 00 per shift
Guards found to have not performed their duties as per scope of work (e.g. patrols,	R 5000,00 per shift	R 5500, 00 per shift	R 6050, 00 per shift

access control, clocking points)			
Failing to provide incident reports, guard monitoring reports, alarm activation reports and weekly reports	R 5000,00 per shift	R 5500, 00 per shift	R 6050, 00 per shift

7.5 Should the Contractor fail to provide additional resources and/or services required, within the specified time frames, it shall be liable to JW for a penalty of R2000.00 for each one (1) hour or portion thereof such additional resources and/or services is delayed. This will be the case irrespective of whether the cause of such delay is in the control of the Contractor or not.

7.6 The amount of each penalty will increase every 12 months by a ten percent.

## **8. REPORTING OF INCIDENTS AND WEEKLY REPORTS:**

8.1 All incidents or accidents involving the death of or injury to any person including any criminal offence committed involving JW staff member or Contractor during an escort, shall forthwith be reported to the local police station and JW within two (2) hours after o has come to the attention of the Contractor. A detailed written report of all such incidents shall be presented to JW within twelve (12) hours after the occurrence of the said incident or accident. A penalty will be issued should the contractor fail to provide a full report in the given time frame.

A list of names and telephone numbers of JW's controlling officers to whom the said incidents or accidents shall be reported will be made available to the Contractor on or before the Commencement Date.

8.2 Salient details of all incidents occurring on JW's premises shall be recorded immediately after the occurrence thereof in the occurrence book. Books for this purpose shall be made available by the Contractor at its own cost for the premises and shall remain available for inspection by JW at any time in a prearranged office or enclosure on the premises. The pages of the occurrence book shall be numbered consecutively by the Contractor when implemented, and no pages shall be removed by any person for any reason whatsoever.

8.3 A weekly detailed written report in respect of the premises shall be submitted to JW's Security Section every Thursday morning before 08:00am . A weekly meeting will be held every Thursday at 09:00am in the JW Security Sections boardroom.

8.4 Manager, Security Section or JW Security Operations Manager on or before the first working day of the following week. The report shall include full details of any accident or incidents which occurred during the preceding week, reports as may be requested by JW in the duty list, details of routine inspection visits, and any other information relating to the security situation on the premises.

8.5 Notwithstanding anything to the contrary, JW may also, should it deem it necessary, request the Contractor to submit a detailed written report in respect of any incident/s (including shooting incident reports) or accident/s after it has occurred on during an escort of a JW Staff member or Contractor

## **9. PROVISION OF HAND HELD TWO-WAY RADIO SETS**

9.1 Hand held two-way radio sets provided by the Contractor shall have an adequate range to ensure, as far as is practically possible, good communications between any two points within a patrolled area on the premises of JW on which security services are provided.

- 9.2 The Contractor shall provide the JW Security Manager on or before the Commencement Date with a diagram indicating the local communication network and call signs used by the Contractor during the term of this agreement. Any changes in this network or call signs 9.3 The hand held two-way radios shall at all times be in a working condition and any defunct or faulty radios shall be replaced without delay by the Contractor at its own cost.
- 9.4 The JW Security Manager shall enable direct communication between the Contractor or his own security personnel via landline or cellular phones. All numbers will be supplied on or before Commencement Date.
- 9.5 The Contractor shall take the necessary steps to prevent radio transmissions on or near JW's premises to cause interference with, or block reception by, radio systems used by JW or any other division or units of JW.
- 9.6 Under no circumstances shall the Contractor operate any radio equipment on JW's premises without obtaining the prior written authority from the JW Security Manager.
- 9.7 Should the Contractor or any of its employees use any radio equipment on JW's premises without such written authority, the Contractor shall be liable for any damage or loss suffered by JW or any other division or unit of JW directly contributed to the use of such radio equipment.

## **10. PROVISION OF ROAD MOTOR VEHICLES**

- 10.1 If required by JW, the Contractor shall provide comprehensively insured roadworthy motor vehicle(s) with driver(s) (with valid, unendorsed code 10 driver's license).
- 10.2 The Contractor shall provide the required number of motor vehicle(s) within one (1) working day (or within such other time as the parties may agree to from time to time), and only on receipt of an official written request from JW. The Contractor shall not provide any additional motor vehicle(s), but should it nevertheless react positively to such a request, JW shall not effect payment for the unauthorized service rendered.
- 10.3 The motor vehicle(s) and driver(s) required and requested by JW shall report for duty at such times or places as may be agreed upon from time to time between JW and the Contractor.
- 10.4 The motor vehicle(s) and driver(s) shall perform their daily duties at such times as agreed upon from time to time between JW and the Contractor.
- 10.5 Drivers provided by the Contractor shall only drive motor vehicle(s)) provided by the Contractor in terms of this agreement.

## **11. MAINTENANCE OF THE MOTOR VEHICLES**

- 11.1 Maintenance, servicing and mechanical repairs (hereinafter referred to as maintenance), of the motor vehicle(s) including all adjustments necessary to keep the motor vehicle(s) and/or motorcycle(s) in a roadworthy and operational condition, are included in the agreement and shall be provided by the Contractor at its own cost.
- 11.2 Should any motor vehicle(s) provided by the Contractor break down or be involved in an accident while patrolling various areas prescribed in terms of this agreement, the Contractor shall, if that motor vehicle(s) and/or motorcycle(s) cannot be repaired within two (2) hours or is unable to proceed with its patrolling duties within two (2) hours, at his own cost, forthwith provide another motor vehicle(s), and/or motorcycle(s) to continue with its patrolling duty.

11.3 The Contractor shall inform JW immediately of any of its motor vehicle(s) patrolling in terms of this agreement, which has broken down or has been involved in an accident.

## **12. PROVISION OF FIREARMS:**

12.1 The Contractor shall only provide firearms on written instruction from the JW Security Manager and only the number of firearms, as agreed with the JW Security Manager. Only firearms registered in the name of the Contractor shall be permitted on the Contract location or JW's sites. Under no circumstances shall firearms belonging to another person or employee, for the provision of security services in terms of this extended agreement contract scope, be accepted and approved by JW.

12.2 The Contractor shall at all times ensure that the security personnel provided to JW in terms of this agreement are only issued with those types of firearms as are expressly agreed upon between the parties. Only the following types of firearms shall be acceptable for use on JW's sites:

### **12.2.1 SHOTGUNS: (12 BORE PUMP ACTION)**

Atis Beretta Browning CBC Musler

Maverick Mossberg Remington Winchester

**N.B. Single shot shotguns shall not be acceptable.**

### **12.2.2 PISTOLS:**

Beretta Browning Colt Llama

Glock Ruger Star CZ75 (9mm P)

Taurus Vector Z88 CZS3 (9mm K)

Walther Smith & Wesson:

12.3 Firearms of a trademark not mentioned in clauses 12.2.1 to 12.2.3 should only be used on the extended Contract sites or JW's premises once JW's prior written consent has been obtained.

12.4 A certificate of serviceability, which will be valid for at least twelve (12) months and shall be issued by a qualified gunsmith, shall accompany all firearms. Certificates shall be kept in a safe place on the Contractor's premises and made available to JW if requested thereto by JW.

12.5 All firearms used by the Contractor's employees at the Sites shall comply with the following specification:

#### **12.5.1 Modifications:**

Firearms shall not be modified in any way that will negatively affect the safety of the firearm.

#### **12.5.2 Safety Catches**

Safety devices fitted on firearms shall at all times be in a working condition, and shall not be modified.

#### **12.5.3 Sights:**

Sights fitted on firearms shall at all times be in a good condition.

**12.5.4 Slings:**

Shotguns shall at all times be fitted with proper slings and attachments.

**12.5.5 Triggers:**

Triggers shall be in working order at all times.

**12.5.6 Trigger-guards:**

Trigger-guards shall at all times be intact.

**12.5.7 Shotguns:**

Single shot shotguns are not acceptable.

12.6 The Contractor furthermore guarantees that it is the lawful owner of all firearms issued to its security personnel in terms of this agreement.

12.7 The Contractor shall at all times ensure that all firearms issued to its security personnel in terms of this agreement are in a clean and working condition and are properly maintained.

## **PART 2 - CODE OF CONDUCT**

### **GENERAL OUTLINE:**

The primary focus of all security personnel deployed is to protect JW staff and assets (mobile and/or fixed), the staff, labour and assets (fixed and/or mobile) of JW at the Sites and to prevent any losses of property owned by JW. To be able to execute this primary focus effectively the following functions will be expected:

### **13. Guarding**

- Roving
- Patrolling
- Static
- Escort Duties
- Information Gathering
- Correct reporting channels
- Personnel Management
- Administration and Logistics

### **GUARDING SPECIFIC TASKS**

The guarding function is sub-divided into the following:-

#### **13.1 ROVING:**

Roving guards must on a continuous basis patrol the area of responsibility and provide feedback of the status of the situation to their supervisors. Contractor security personnel must ensure that no crime is committed against the mentioned critical areas or any other area as

agreed upon by both parties from time to time. Areas that are regarded as critical during the patrol phase are as follows but not limited to:

- JW and its staff and labour
- JW buildings/offices
- JW site yards
- JW workshops
- JW site fences and gates
- JW vehicles and vehicle parts
- JW equipment, tools and material (construction and non-construction)
- JW mobile and fixed assets
- JW Pump stations, Reservoirs, Water/Wastewater Treatment Plants

Contractor's personnel must whilst patrolling their area of responsibility, identify all critical and vulnerable points and in writing, report it to JW. All Security Personnel must at all times adhere to the safety Regulations as stipulated in the Occupational Health and Safety Act, 1993 (ACT 85 of 1993) and JW's safety and security policies guidelines and instructions.

## **13.2 PATROLLING**

Patrolling the areas of responsibility as agreed will take place as per Contract and in one of the following manners:

### **13.2.1 FOOT PATROL:**

Guards will patrol an agreed specified site. If armed guards are required they will patrol in teams of two. Armed guard will operate in teams of two, never alone. Guards will make Pocket Book entries of all observations noticed during the patrol and immediately notify his/her supervisor or security Contractor's control room of any irregularity found. Points must be identified where guards must report to at either specific times or at specific intervals. All other specification as per Roving patrol (13.1) will be adhered to.

### **13.2.2 VEHICLE PATROL:**

Vehicles supplied by the Contractor will be roadworthy and available for inspection by JW at a place advised by JW.

The vehicles will be driven by a legal licensed employees of the Contractor. The vehicle may not be used to post guards, pick up or drop off guards in any manner as JW pays a monthly fee for the vehicle for the vehicle to do operational duties. It may only be used for JW purposes as dictated in the detailed job description. The vehicle will be used between specified points, depots, installations and workshops, to transport found or stolen property and in certain instances used to escort JW personnel. A logbook will be kept in the vehicle that will be audited by JW on a daily basis for correctness. A patrol vehicle may not leave its area of responsibility unless authorised by an authorised JW representative. If a vehicle has to go for a service it will be replaced with a similar vehicle and with the authorisation of JW. If a vehicle breaks down during a shift the security contractor will replace it with a similar



vehicle within two (2) hours of it breaking down. An authorised representative of JW will be informed accordingly, Pocket Book, Occurrence Book and logbook entries with the claimed kilometres must be made. When the replacement vehicle is on the post, a Pocket Book, Occurrence Book and log book entry will be made with the closing

### **13.2 STATIC GUARDING**

Guards will be posted to specific identified points in order to perform static duties in their immediate environment. Their duties will include but is not limited to:

- The safeguarding of JW premises and all assets in the vicinity inclusive of personnel and labour.
- Ensuring property (construction and non-construction material) is not removed or stolen without necessary documentation or authorisation.
- Searching of persons, property and vehicles, if so required in the execution of duties.
- Monitoring and observation of identified areas and making the relevant Pocket Book entries.
- Ensure that no crime is committed in the agreed-upon static area.

### **13.3 ESCORT DUTIES**

Where escort duties are required the Contractor's employees employed as guards must be trained in the protection of personnel. Guards must be extremely observant and cautious in the protection of personnel. Guards will not leave the area where they are protecting or escorting personnel. Guards will at incidents form all round defense, be alert and inform personnel they are protecting of any danger they shall notice. Guards will make a Pocket Book entry when receiving the request to escort personnel, inform their control room of the request. Guards will detail all particulars on who they are going to escort, where to, with a JW or Contractor vehicle. When arriving at the incident where protection will take place, a Pocket Book entry will be made on time of arrival, surveillance done and the Contractor's control room and JW's security section be notified. Any irregularity occurring during the escort or protection of personnel will immediately be reported to the guard's supervisor and JW. When the escort duties are finalised, the guards must again make a Pocket Book entry with the exact time the services ended and inform the security contractor's control room and JW's security section . All specifications as in Roving Patrols (13.1) will be adhered to. When guards perform escort duties they will positively identify themselves before commencement of the escort.

### **13.4 INFORMATION GATHERING**

Guards must take note of all extraordinary incidents and occurrences that are not specifically crime related, like persons on service roads, suspicious vehicles, people, baggage and parcels, workers on lines, persons making inquiries about guard totals, movements etc. All such incidents must be recorded in the Pocket Book and Occurrence Book and reported to supervisors and JW without delay. The Contractor will put in place a written plan on information gathering and provide it to JW.

## **14. PERSONNEL EQUIPMENT**

Security personnel must be in full uniform and in possession of serviceable equipment specified by JW. In the absence of a specification, the following items will be required:

- Cellular phones
- Base radio/PTT

- Torches
- Spotlight
- Bullet proof Vest
- Tongfa
- Handcuffs
- Vehicles
- Pocket Book
- Wrist Watch
- Pen
- Identification Card
- Firearm Competency Certificate
- Hand Radio/PTT
- Specified Firearm
- The requisite number of firearms and specification of firearms and rounds must be present at all times.
- The serviceable requisite number of specified equipment must be with the Officers at all times.

## **15. REPORTING CHANNELS**

The following reporting channels must be adhered to:

Armed guards escorting shall report all incidents and irregularities during escorts to, firstly, JW Control Room, then to the Contractors Control Room JW officials at the site and the JW Security Operations Manager or the JW Senior Security Manager;

Make entries in sequence of events in the official Pocket book and Occurrence Book of:

- Date and time reported on and off duty;
- All instructions received before the beginning of the shift;
- Tasks and duties (escorts completed) performed;
- Where they are posted;
- Hourly reports on status of situation at post;
- Irregularities encountered;

All registers must be complete, including but not limited to:

- Occurrence Book,
- Firearm register,
- Log books (Mobile patrol and Supervisors),
- Pocket Books,
- Lost and found register,
- Incident reports (shootout) or any incident, etc.

## 16. ADMINISTRATION

The Contractor will ensure that the Occurrence Book and as well as all registers required by JW are available at the Sites. When registers are replaced, all full registers will be handed to JW against signature of a receipt on behalf of JW. Registers in use will not be removed from any vehicle unless authorised by the JW Security Manager or a JW Security Operations Manager.

## 17. LOGISTICS

### 17.1 Equipment

The Security Contractor has to ensure that it has sufficient spares for equipment at each vehicle for example, without limiting the generality hereof:

- Torch batteries
- Cellular phone batteries
- Hand radio batteries
- Globes for torches
- Registers
- Pens
- Hand radios
- Wrist watches and batteries etc.

Non-serviceable equipment will be replaced within the shift that it becomes unserviceable. Only equipment as specified in the Specifications and will be allowed inside vehicles.

### 17.2 Uniforms

The Security Contractor shall ensure that it has sufficient spare uniforms in stock to replace any deficiencies at Sites.

## 18. EXECUTION OF DUTIES

All Supervisors will execute the following duties during their shift of duty.

## **SUPERVISOR**

- a) Parading all guards before and after the shift;
- b) Ensure that the guards have and understand their job descriptions, knows the goals of their tasks/duties and knows all the contingency and emergency plans and have all relevant telephone numbers;
- c) Inspection of vehicles;
- d) Ensure that all critical points as agreed upon, and understood
- e) Ensure that all equipment necessary for the post, are present and in sound working condition and meets the requirements set out;
- f) Completion of the following registers: Occurrence Book, Escort Register Firearm Register and Pocket Book;
- g) Rectifying of all shortcomings in the area of responsibility;
- k) Ensure that all members are fit and ready to commence duties;
- l) Attend to all incidents occurring during the shifts;
- m) Reporting of all incidents to JW Control Room and the Contractor's control room;
- n) When there is a shootout incidents, he shall do the following:
  - Establish if any person/property has been injured, killed or damaged;
  - Establish the reasons for the shooting and report all details to JW Control Room;
  - Report the incidents to the nearest Police Station;
  - Remain on the scene until a JW Mobile Shift Supervisor/ Operations Manager arrives on the scene;
  - In the event of people injured, he shall contact the nearest Hospital/Clinic for assistance and where possible, he shall arrange for the injured person to be taken to the nearest Hospital/Clinic;
- o) He shall obtain the following information in event of shooting/incident:
  - Name and Surname of the person injured or killed in the incident;
  - Physical address and work address, if any;
  - Details of the of the Officer/s involved in the incident;
  - The name, surname, physical home address and physical work address of any witnesses to the incident;
  - Time, date and location of incident;
  - Firearm make, number and caliber;

- Number of rounds;
- Reason for shooting.

s) Attend to requests/complaints received from JW personnel.

t) Safeguard the personnel and/or labour, assets and property of JW, against any criminal elements during the escort and response service.



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**SPECIAL CONDITIONS**

**SPECIAL CONDITIONS**

**GENERAL**

**NB** The attention of the tenderer is drawn to the fact that General Conditions of Contract (JW13) shall apply, where applicable, to this contract.

<b><u>1. DEFINITIONS:</u></b>	<p>1.1</p> <p>1.2</p> <p>1.3</p> <p>1.4</p> <p>1.5</p> <p>1.6</p> <p>1.7</p>	<p>That "Johannesburg Water (SOC) Ltd" shall herein after be referred to as "JW".</p> <p>The "Managing Director" shall mean the Managing Director: Johannesburg Water (SOC) Ltd or his authorised representative.</p> <p>"Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.</p> <p>That "PSIRA" - Private Security Industry Regulatory Authority of which registration is required as a security service provider.</p> <p>That "Ad-Hoc- Coverage" A period as stipulated by the JW's Security Manager during which a security service is provided at a specific site and/or of a specific nature.</p> <p>That " Contractor" - The tenderers whose tenders have been accepted by JW and shall include the tenderer's legal personal representatives, heirs, successors and assigns.</p> <p>That "Standard Operating Procedures" (SOP) – A set of instructions covering those features of operations which lend themselves to a definite or standardized procedure without loss of effectiveness. The procedure is applicable unless ordered otherwise.</p>
<b><u>2. PRICE:</u></b>	<p>2.1</p> <p>2.2</p> <p>2.3</p> <p>2.4</p>	<p>All prices shall exclude Value Added Tax (VAT) at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.</p> <p>All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.</p> <p>A firm price tender will be preferred for the duration of the contract, for tender evaluation and budgeting purposes. Should a non-firm price be offered, the precise details of the price variables must be supplied on a separate addendum.</p> <p>The Service Provider must provide prices for Year 1, Year 2 and Year 3. Failure to price for all years shall render the tenderer's offer liable to rejection on grounds of being incomplete.</p>
<b><u>3. SURETY BOND:</u></b>	<p>3.1</p>	<p>No surety bond shall be required in terms of this contract.</p>

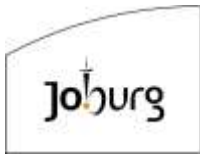


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<b><u>4. COMPLIANCE WITH LEGISLATION AND SPECIFICATION:</u></b>	4.1	The Service Provider shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.
	4.2	The Service Provider shall comply with all the requirements prescribed in the specification.
	4.3	The contractor shall provide written proof of Registration of its Security Officers with Private Security Industry Regulation Authority and shall at all times submit an updated list of its officers with proof when requested
	4.4	The contractor shall provide written proof of Registration of his/her Company with Private Security Industry Regulation Authority, upon submitting the Tender Response
<b><u>5. SAFETY:</u></b>	5.1	Without derogation from the generality of Clause 4.1, or from any other provision of this contract, the Service Provider shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act 85 of 1993 and the regulations applicable hereunder.
<b><u>6. EMPLOYMENT OF LABOUR:</u></b>	6.1	<p>The Service Provider must ensure that all relevant legislation is complied with in the employment of labour.</p> <p>The Contractor will be responsible for compliance with the provisions of all legislation governing the employment of Supervisors and Security Officers on JW sites / locations, including leave pay, sick leave, levies, workmen's compensation, unemployment insurance, etc. and in every other respect will fully comply with the provisions of the Basic Conditions of Employment Act, 1983 and the Wages Act 1957, Wage Determination for the Area concerned, as amended. The Contractor will particularly enforce the limitations placed upon hours of work including lunch breaks, as required by current legislation.</p>
<b><u>7. INSURANCE AND INDEMNIFICATION:</u></b>	7.1	In addition to any insurance required to be held by the Service Provider in terms of the Contract in terms of the Occupational Injuries and Diseases Act no. 130 of 1993, the Service Provider must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all third party risks. The Service Provider hereby indemnifies and agrees to keep indemnified throughout the period of the contract JW against all claims by third parties or the Service Provider's own employees resulting from the operations carried out by the Service Provider under this contract.
	7.2	A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be furnished by the Service Provider within 21 days of notification of acceptance of the tender.
	7.3	The Service Provider shall be liable for any damages or injury of whatever nature caused directly or indirectly as a result of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and



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		personnel.
	7.4	Copies of such insurances and indemnifications must be supplied to JW within 21 days of notification of acceptance of the tender.
	7.5	The Contractor shall be liable for and indemnify JW against claims, suits, demands, or costs whatsoever arising from any injury or death to any person or damage or loss to any property sustained as a result of any action by the contractor's personnel whilst employed by the JW for the duration of the Contract. Where JW has suffered any loss or damage in respect of its plant, sundry material or equipment left in the care of the Contractor's Security Officers, such loss or damage being caused by wilful or negligent act or omission on the part of the Contractor or the Contractor's employees, the JW shall have the right to claim compensation from the Contractor
<b><u>8. REMEDIES, BREACH, WHOLE AGREEMENT, WAIVER, VARIATION AND INDULGENCES</u></b>	8.1	If the Service Provider or any person employed or associated with him or in the case of a Company, a Director or shareholder or person also associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ of JW this contract shall be avoidable at the instance of JW.
	8.2	If the Service Provider has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:
	8.2.1	Fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 14 (fourteen) days), within such further period as may be reasonable in the circumstances, provided that the Service Provider furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach), then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.
	8.2.2	Should JW elect to cancel the contract then and in such instance a certificate presented by the Managing Director of JW shall constitute proof of the Service Provider's indebtedness to JW.
	8.3	This agreement constitutes the entire agreement between the parties relating to the matter hereof.
	8.4	No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of the time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension, which is so given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.



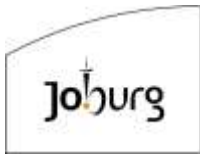


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<b><u>9. DISPUTES:</u></b>	9.1	In the event of any dispute arising between JW and the Service Provider in connection with or arising out of the contract, it shall be referred to the Managing Director of JW who shall state his decision in writing and give notice of the same to the Service Provider within 28 days of the dispute having been submitted to the Managing Director of JW. Such decision shall be binding upon the Service Provider subject to clause 9.2
	9.2	Should the Service Provider be dissatisfied with the decision of the Managing Director he/she may, within 28 days after receiving notice of such decision, require that the issue or issues be referred to a single arbitrator to be agreed upon between the parties or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators and any such reference shall be deemed to be submission to the arbitration of a single arbitrator in terms of the Arbitration Act, 1965. The award of the arbitrator shall be final and binding on both parties.
	9.3	Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Service Provider that the dispute or disputes be settled by Court of Law having jurisdiction.
<b><u>10. SCOPE OF CONTRACT:</u></b>	10.1	<p>The service will inter alia include guarding services, escorting of JW staff, internal contractors and perform armed response functions to all Specialised and Non Specialised sites –</p> <ul style="list-style-type: none"> <li>• Static guarding of JW sites as per schedule</li> <li>• Escorting of site standby staff as per schedule</li> <li>• Access Control functions on sites</li> </ul>
<b><u>11. DURATION:</u></b>	11.1	The tenure of the contract shall be with effect from the date of signing the contract for a period of thirty six (36) months.
<b><u>12. TENDER VALIDITY:</u></b>	12.1	The Tender shall be valid for a period of ninety (90) days from the date of closing of Tenders.
<b><u>13. ADJUDICATION OF TENDERS:</u></b>	13.1	The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to JW's best interest and it is not necessarily intended to award the Contract to only one Service Provider. The scope of supply may be split between Service Providers.
<b><u>14. ACCEPTANCE OF TENDER:</u></b>	14.1	A valid and binding contract shall be concluded at the time when the Service Provider receives an official appointment letter and sign letter of acceptance at the offices of JW after the Service Provider where he/she will enter into a contract with JW with the term and conditions packaged in this document.
<b><u>15. COMPLETENESS:</u></b>	15.1	Failure by the tenderer to complete in full the required information regarding their proposal will render the tender liable to rejection on the grounds of being incomplete.



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<b><u>16. PENALTIES FOR FAILURE TO DELIVER</u></b>	16.1	In terms of clause 11 of the General Conditions of Contract JW is entitled to levy penalties, deductible from any amounts due to the Contractor for any of the occurrences referred to below:
	16.1.1	In the event of an Armed Guard being posted without a firearm or not in working order or without the necessary ammunition, protective gear or without a holster or without a firearm licence, or permit or authorisation issued in terms of the Firearms Control Act No 60 of 2000 or an unarmed Guard being posted in place of the armed Guard, a penalty shall be imposed by JW.
	16.1.2	Grade B Armed Guards will be required for the Escort Services and Site Supervision. Should it be that at any time during the term of this agreement or at any time thereafter, be determined that ungraded security personnel or personnel of a lower grade than required by JW or with inadequate training or no training at all were or are being utilized, a penalty will be issued and a letter will be issued to the contractor as a warning that they are in breach of contract.
	16.1.3	<p>Provided, all overpayments made to the Contractor shall forthwith be recovered from the time the lower grade or untrained security personnel was/were supplied and the matter shall then furthermore, should the agreement still be in force, be dealt with in terms of clause 20 of the Terms and Conditions of Contract.</p> <p>In the event of armed/unarmed guard provided without standard required equipment or without the standard equipment being clean or in working order, a penalty shall be levied as set out in the contract.</p>
	16.1.4	<p>Upon any delay or failure by the Contractor to provide armed/unarmed, guarding and escort services as required by Joburg Water, penalties will be levied as set out in the contract.</p> <p>Joburg Water shall recover any adverse difference in costs it may incur as well as any other damages, which may be suffered by Joburg Water due to Contractor's non or partial performance of the service.</p> <p>If the Contractor fails to render the services, Joburg Water shall have the right, in its sole discretion either to deduct an amount stated in the Letter of Appointment / Contract or to claim any damages or loss suffered in lieu of such penalty.</p>

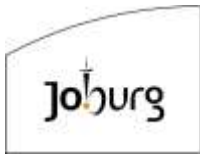


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		<p>Johannesburg Water Staff member find problems as related in the penalty chart below, a penalty will be issued according to the following table:</p> <p>Chart illustrates penalties that will be issued to the Security Service Provider that is providing Specialized Tactical Services and breaches as indicated is found: (<b>see chart attached</b>)</p>
<b><u>17. ADDITIONAL</u></b>	17.1	Any additional information may be obtained from Catherine Ditsebe on 011 688 1821 or <a href="mailto:catherine.ditsebe@jwater.co.za">catherine.ditsebe@jwater.co.za</a>
<b><u>18. NOTICE</u></b>	18.1	Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners:-
	18.1.1	Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its <i>domicilium citandi et executandi</i> to which post it is delivered, in which event such notice shall be deemed to have been received on the 7 <sup>th</sup> (seventh) business day after posting (unless the contrary is proved); or
	18.1.2	Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its <i>domicilium citandi et executandi</i> , in which event such notice shall be deemed to have been received on the day of delivery; or
	18.1.3	Sent by telefax to its chosen telefax number, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
	18.2	Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its <i>domicilium citandi et executandi</i> .
<b><u>19. Control Room Locality</u></b>	19.1	The appointed service provider will be required to have a 24/7 fully operational Control Room within CoJ Municipality.
	19.2	If the contractor does not yet have a control room within CoJ, a grace period of 90 days shall be given to the Contractor by JW to have the control room arranged.
	19.3	A second site visit will be conducted after 90 days to confirm compliance.
<b><u>20. CONDITIONS OF EMPLOYMENT</u></b>	20.1	The Contractor shall acquaint itself with any relevant wage regulating measures, and/or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of the agreement and shall give effect to the provisions of any such wage regulating measure and/or statutory enactment as they come into force. When called upon to do so by JW, the Contractor shall produce proof that the provisions of this clause are complied with by it.
	20.2	The conditions contained in any agreement or mutual agreement mentioned in the definition of wage regulation measure shall be binding upon the Contractor whether or not it is a party to such agreement or mutual arrangement.



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	20.3	Where any wage regulating measure or statutory enactment in operation at the commencement date ceases to apply before the completion of the agreement and not be extended or substituted by another wage regulating measure, or statutory enactment, the Contractor shall continue to conform to the conditions of employment laid down in such lapsed wage regulating measure or statutory enactment unless otherwise agreed to by JW in writing.
	20.4	Salaries payable by the Contractor to its security personnel shall at no stage be less than those prescribed by any applicable wage determination in the security industry, or in the absence thereof, in terms of the last applicable wage determination.
	20.5	Whenever called upon to do so by JW, the Contractor shall produce proof to the satisfaction of JW of the wages/salaries of the various grades of security personnel employed by it and that all wages/salaries due to its security personnel have been paid.
	20.6	The Contractor shall on or before the Commencement Date provide JW with certified copies of its current grievance and disciplinary procedures.



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**PENALTY CHART**

<b>Items</b>	<b>Penalty: Year One</b>	<b>Penalty: Year Two</b>	<b>Penalty: Year Three</b>
Pen, Means of telling the time, Registers not kept up to date or written out ahead of time, e.g., Occurrence Books, Pocket Book	R 500, 00 per shift	R 550, 00 per shift	R 605, 00 per shift
Uniform or part of standard uniform which includes ID Cards, Handcuffs, Batons.	R 1000,00 per shift	R 1100, 00 per shift	R 1210.00 per shift
Spotlights or Flashlights not in a working condition. JW to ensure that there is electricity on site/ Security Service provider to ensure the working condition of equipment.	R 600,00 per shift	R 660, 00 per shift	R 726, 00 per shift
Base Radio, PTT and or Portable Radios as well as Cellular Phones not in a working condition. Services provider to ensure the working condition of equipment.	R 1000,00 per shift	R 1100, 00 per shift	R 1210.00 per shift
Firearms related issues.	R 2500,00 per S/O on shift	R 2750, 00 per S/O on shift	R 3050, 00 per S/O on shift
No Occurrence Book and pocket book	R 1000,00 per shift	R 1100, 00 per shift	R 1210.00 per shift
Area Supervisors and Area Manager vehicles not in a working condition/ Service provider to ensure the working condition of all vehicles.	R 5000,00 per shift	R 5500, 00 per shift	R 6050, 00 per shift
Site Supervisors, Area Managers that are unable to use the vehicle due to it not been in a working condition will be seen as not performing their duties	R 5000,00 per shift	R 5500, 00 per shift	R 6050, 00 per shift
Guards found making use of heaters or stove plates while on site	R 2000,00 per shift	R 2200, 00 per shift	R 2420, 00 per shift
Guards that have been found making illegal electrical connections on any JW site.	R 2000,00 per shift	R 2200, 00 per shift	R 2420, 00 per shift
Guards found to have not performed their duties as per scope of work (e.g. patrols,	R 5000,00 per shift	R 5500, 00 per shift	R 6050, 00 per shift



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access control, clocking points)			
Failing to provide incident reports, guard monitoring reports, alarm activation reports and weekly reports	R 5000,00 per shift	R 5500, 00 per shift	R 6050, 00 per shift

**SITE VISIT CHECK LIST JW029/22CHR**

<b>Description of Equipment.</b>  <b>NB!! One sample per item must be made available on the day of the inspection for 1-6</b>	<b>(tick ✓ to indicate availability)</b>	
	<b>YES</b>	<b>NO</b>
<b>1. Combat Uniform and rain wear</b> <ul style="list-style-type: none"> <li>• Combat Shirt</li> <li>• Combat Trouser</li> <li>• Bulletproof Vest ( Minimum Level 2 front and back multi pouch vest)</li> <li>• Boots (Full Grain Leather/ 1550 Nylon Upper)</li> <li>• Combat Belt (57mm Wide, Metal Buckles. Nylon Webbing)</li> <li>• Rain coats</li> </ul>		
<b>2. Security Control Room</b> The Contractor must have a PSIRA approved / SAIDSA functioning control room conforming to the following minimum requirements:- <ul style="list-style-type: none"> <li>• It must be a separate room, office or building, specifically adapted and designed to serve as a dedicated control room for that function only.</li> <li>• It must be manned on a 24 hour basis by a trained bilingual operator.</li> </ul> <b>It must be equipped with:</b> <ul style="list-style-type: none"> <li>• A working telephone and email system, to facilitate communication with the Johannesburg Water Security Control Room</li> <li>• An electronic Occurrence Book, for the purpose of recording entries, including irregularities, as and when reported by the Johannesburg Water's representative to the Contractor</li> </ul>		
<b>3. VAC/PAC</b> <ul style="list-style-type: none"> <li>• POPIA Compliant</li> <li>• Scanning of Disc and Driver's license</li> <li>• All captured data must be stored in an easy to use back-end.</li> </ul>		

**Directors:**

Mr Sibusiso Buthelezi (Chairperson), Mr Ntshavheni Mukwevho (Managing Director), Mr Johan Koekemoer (Financial Director), Dr. Jack Maduna, Ms Ndivhuho Sekoba, Ms Rachel Kalidass, Professor Clinton Aigbavboa, Ms Mpusi Mangena; Mr Dingane Khesuoe; Ms Roslynn Greef; Mr Sabelo Mtolo; Ms Gugu Phakathi; Ms Thembi Maseko; Mr Mveleli Booi.



## City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntengi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

[www.johannesburgwater.co.za](http://www.johannesburgwater.co.za)

<ul style="list-style-type: none"> <li>Generate daily, weekly or monthly visitation reports when required</li> </ul>		
<b>4. Active Guard Monitoring</b> <ul style="list-style-type: none"> <li>System notification on missed patrols</li> <li>Automated reporting on a daily basis</li> <li>GPS enabled</li> <li>Live tracking functionality</li> </ul>		
<b>5. Firearm and holster (License/documentation)</b> <ul style="list-style-type: none"> <li>50% of Valid fire-arm competency certificate of Armed Guards</li> <li>Regulation 21 compliance course Certificate (obtained within 12 months of the Tender advert)</li> <li>50% of valid firearm licenses, license should indicate that it is for Security Service Provider ( Licenses for training purposes <b>ARE NOT ACCEPTED</b>)</li> <li>Details of the fire arm ownership must be presented for verification</li> </ul>		
<b>6. Hand held radios (radio test to be conducted and must be functioning)</b>		
<b>7. Registers ( Occurrence book, Pocket book, firearm register,)</b>		
<b>8. Vehicle Tracking - Vehicle tracking/monitoring system, including all software and hardware (Log in details to be made available to JW Control Room) (ADD TO TERMS &amp; CONDITIONS)</b>		

### Directors:

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Ms Kethabile Mabe (Company Secretary),  
Johannesburg Water SOC Ltd  
Registration Number: 2000/029271/30





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Proposed vehicles to be dedicated for JW (Tenderer to produce documentation for at least 50% for the vehicles to be dedicated to JW this must be aligned with the proposed sites by the tenderer). Tenderer to provide proof of vehicle registration and road worthy documentation. In instance where the tenderer will be hiring the vehicles, they must provide letter of support. Documentation should include 50% of valid driver's licenses for vehicle operators.

### Note on Letter of Support for hired vehicles

- The letter must be on the letterhead of the organization that the Tenderer is hiring the vehicles from.
- Indicate the full details and extent of the support

*Tenderer who are unable to meet all requirements will not be considered and all tenderers meeting the requirements will be evaluated further.*

### Directors:

Mr Sibusiso Buthelezi (Chairperson), Mr Ntshavheni Mukwevho (Managing Director), Mr Johan Koekemoer (Financial Director), Dr. Jack Maduna, Ms Ndivhuho Sekoba, Ms Rachel Kalidass, Professor Clinton Aigbavboa, Ms Mpusi Mangena; Mr Dingane Khesuoe; Ms Roslynn Greef; Mr Sabelo Mtolo; Ms Gugu Phakathi; Ms Thembi Maseko; Mr Mveleli Boo.

Ms Kethabile Mabe (Company Secretary),  
Johannesburg Water SOC Ltd  
Registration Number: 2000/029271/30

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## Tender Form and Price Schedules

To: Johannesburg Water (SOC) Ltd.

Having examined the Tender documents including Addenda Nos \_\_\_\_\_ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **provision of Guarding, Armed Response and Escort Services, for a period of 36 months** as specified in conformity with the said Tender documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

### **Details of my / our offer are / are as follows:**

We undertake, if our Tender is accepted, execute the contract in accordance with the requirements as specified.

We agree to abide by this Tender for a period of ninety (90) days from the date fixed for Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that Johannesburg Water is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.

Should my/our tender be successful, it be understood that a contract will come into existence for a period of 36 months which will commence from the date indicated in the letter of acceptance.

### **SCHEDULE OF PRICES**

**NB: The evaluation on price alteration will be conducted as follows:**

- 1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:**
  - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified**
  - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.**
- 2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:**
  - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.**
  - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.**
  - (iii) If there is an alteration on the total bid offer and the amount in words without authentication, the bidders will be disqualified for the entire tender**

---

**ANY COMPLETION OF THE TENDER DOCUMENT IN PENCIL, ERASABLE INK OR OVERTYPING WILL NOT BE ACCEPTED AND WILL DISQUALIFY THE TENDER**

**Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents. Bids that are received contrary to this requirement will be disqualified.**

**I/We, the undersigned hereby acknowledge myself/ourselves fully conversant with the details and conditions of the Contract and hereby agree to the provision of business support on the HR SAP payroll and information systems for a period of 36 months as described in accordance therewith :-**

## PRICING SCHEDULE

### SECURITY GUARDS

#### Specific Staffing Requirements per Site:

The individual sites must be priced as per the details deployed per site schedule below:

1: exact number of security officers as specified

2: exact grade specified

3: only armed as specified.

Detailed Deployments per Johannesburg Water manned and unmanned Installations

Cost Per Month				Year 1	Year 2	Year 3
NORTH REGION				Costs per month	Costs per month	Costs per month
Facility	Day Shift	Night Shift	Equipment	R	R	R
Driefontein Works	2x Grade B Armed Guards 3x Grade C Unarmed	2x Grade B Armed Guards 3x Grade C Unarmed	1 x Vehicle: LDV Bakkie (minimum ground clearance of 240mm) 3x Radio PTT(GSM) 3 x Torches 5 x Set of Handcuffs 2 x Firearms 1 x Occurrence Book 4 x Bullet proof vests 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate)			
Cosmo City Customer Centre	2x Grade C Unarmed Guards	2x Grade C Unarmed Guards	2 x Radio PTT (GSM) 2x Torches 2x Set of Handcuffs 1x Occurrence Books			
Glenvista Depot	1x Grade B Armed Guard 2xUnarmed Guards	1x Grade B Armed Guard 2xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 3x Set of Handcuffs			

			1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Madala Hostel Ablution	2x Grade C Unarmed Guards	2x Grade C Unarmed Guards	2 x Radio PTT (GSM) 2x Torches 2x Set of Handcuffs 1x Occurrence Books			
Northern Works	4x Grade B Armed Guards 16 x Grade C Unarmed Guards	4x Grade B Armed Guards 16 x Grade C Unarmed Guards	1 x Vehicle: LDV Bakkie (minimum ground clearance of 240mm) 10 x Radio PTT (GSM) 10 x Torches 20 x Set of Handcuffs 4 x Firearms 4 x Occurrence Books 8 x Bullet proof vests 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate)			
Northern Pipe line	2x Grade C Unarmed Guards	2x Grade C Unarmed Guards	2 x Radio PTT (GSM) 2x Torches 2x Set of Handcuffs 1x Occurrence Books			
Cydna Laboratories	1x Grade B Armed Guard 2xUnarmed Guards	1x Grade B Armed Guard 2xUnarmed Guards	2 x Radio PTT (GSM) 2x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate)			

			1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Langlaagte Depot	1x Grade B Armed Guards 4x Grade C Unarmed	1x Grade B Armed Guards 4x Grade C Unarmed	3x Radio PTT (GSM) 3x Torches 1x Firearm 5x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Randburg Depot	1x Grade B Armed Guards 2x Grade C Unarmed	1x Grade B Armed Guards 2x Grade C Unarmed	2x Radio PTT (GSM) 2x Torches 1x Firearm Set of Handcuffs (1set per guard) 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Randburg New Depot	1x Grade C Unarmed Guard	1x Grade C Unarmed Guard	1x Radio PTT (GSM) 1x Torches Set of Handcuffs (1x per guard) 1x Occurrence Books Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			

Ffennel Rd Depot	1x Grade B Armed Guard 4x Grade C Unarmed	1x Grade B Armed Guard 4x Grade C Unarmed	3x Radio PTT (GSM) 3x Torches 1x Firearm 5x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Scott Athol Depot	1x Grade B Armed Guard 2xUnarmed Guards	1x Grade B Armed Guard 2xUnarmed Guards	2 x Radio PTT (GSM) 2x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Hursthill Depot	1x Grade B Armed Guard 2xUnarmed Guards	1x Grade B Armed Guard 2xUnarmed Guards	2 x Radio PTT (GSM) 2x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Midrand Depot and Regional	1x Grade B Armed Guard	1x Grade B Armed Guard	2 x Radio PTT (GSM) 2x Torches			

Offices	2xUnarmed Guards	2xUnarmed Guards	1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Zandfontein Depot South & North	1x Grade B Armed Guard 4xUnarmed Guards	1x Grade B Armed Guard 4xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 5x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Zandspruit Sewer Pump	2x Grade C Unarmed Guards	2x Grade C Unarmed Guards	2 x Radio PTT (GSM) 2x Torches 2x Set of Handcuffs 1x Occurrence Books 1x Access Control Register			
South Dale Depot	1x Grade B Armed Guard 3xUnarmed Guards	1x Grade B Armed Guard 3xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle			



			disc and licence card scanning gadget)			
Posting of ad-hoc security officers when required.						
<b>Subtotal Excl. Vat</b>						
<b>Add VAT 15%</b>						
<b>Grand Total</b>						
<b>Cost Per Month</b>				<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>SOUTH REGION</b>				<b>Costs per month</b>	<b>Costs per month</b>	<b>Costs per month</b>
<b>Facility</b>	<b>Day Shift</b>	<b>Night Shift</b>	<b>Equipment</b>	<b>R</b>	<b>R</b>	<b>R</b>
Bushkoppie Works	2x Grade B Armed Guard 13xUnarmed Guards	2x Grade B Armed Guard 13xUnarmed Guards	1 x Vehicle: LDV Bakkie (minimum ground clearance of 240mm) 10 x Radio PTT (GSM) 10 x Torches 10 x Set of Handcuffs 2 x Firearms per shift 2 x Occurrence Books 4 x Bullet proof vests 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate)			
Goudkoppies Works	2x Grade B Armed Guard 13xUnarmed Guards	2x Grade B Armed Guard 13xUnarmed Guards	1 x Vehicle: LDV Bakkie (minimum ground clearance of 240mm) 10 x Radio PTT (GSM) 10 x Torches 13 x Set of Handcuffs 2 x Firearms per shift 2 x Occurrence Books 4 x Bullet proof vests			

			1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate)			
Ennerdale Works	1x Grade B Armed Guard 4xUnarmed Guards	1x Grade B Armed Guard 4xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 5x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Olifantsvlei Works	4x Grade B Armed Guards 20 x Grade C Unarmed Guards	4x Grade B Armed Guards 20 x Grade C Unarmed Guards	1 x Vehicle: LDV Bakkie (minimum ground clearance of 240mm) 10 x Radio PTT (GSM) 10 x Torches 20 x Set of Handcuffs 4 x Firearms 4 x Occurrence Books 8 x Bullet proof vests 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate)			
Avalon Depot	1x Grade B Armed Guard 2xUnarmed Guards	1x Grade B Armed Guard 2xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate)			

			1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Avalon Pre-paid	1x Grade B Armed Guard 2xUnarmed Guards	1x Grade B Armed Guard 2xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Ennerdale Depot	1x Grade B Armed Guard 3xUnarmed Guards	1x Grade B Armed Guard 3xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Klipspruit Depot	1x Grade B Armed Guard 2xUnarmed Guards	1x Grade B Armed Guard 2xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card			

			scanning gadget)			
Hamberg Depot	1x Grade B Armed Guard 4xUnarmed Guards	1x Grade B Armed Guard 4xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 5x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Helderkruijn Depot	1x Grade B Armed Guard 2xUnarmed Guards	1x Grade B Armed Guard 2xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
South Dale Depot	1x Grade B Armed Guard 3xUnarmed Guards	1x Grade B Armed Guard 3xUnarmed Guards	3x Radio PTT (GSM) 3x Torches 1x Firearm 3x Set of Handcuffs 1x Occurrence Books 1 x Active Guard System (Clocking Points) Access Control Registers (Per Manned Gate) 1x VAC & PAC ( Vehicle disc and licence card scanning gadget)			
Nancefield Pump	2x Grade C	2x Grade C	2 x Radio PTT (GSM)			

Station	Unarmed Guards	Unarmed Guards	2x Torches 2x Set of Handcuffs 1x Occurrence Books			
Slovo Ablution	2x Grade C Unarmed Guards	2x Grade C Unarmed Guards	2 x Radio PTT (GSM) 2x Torches 2x Set of Handcuffs 1x Occurrence Books			
Mofolo Ablution	2x Grade C Unarmed Guards	2x Grade C Unarmed Guards	2 x Radio PTT (GSM) 2x Torches 2x Set of Handcuffs 1x Occurrence Books			
Posting of ad-hoc security officers when required.						
<b>Subtotal Excl. Vat</b>						
<b>Add VAT 15%</b>						
<b>Grand Total</b>						
<b>Note: Johannesburg Water may require ad-hoc services, which will be procured using the standard rates as calculated above</b>						

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**All prices MUST include any other costs incurred to render the service. Additional charges post acceptance cannot be submitted as these will be rejected. All rates must exclude VAT.**

NB: Failure to sign this form will result in the elimination of the tender.

**CONTRACT PRICE**

This is a firm tender.

Name of tenderer (in full): \_\_\_\_\_

Telephone number: \_\_\_\_\_

e-mail: \_\_\_\_\_

Name of person authorized  
to sign this tender: \_\_\_\_\_ (BLOCK LETTERS)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ 2022

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

TENDER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- |   |  |                 |
|---|--|-----------------|
| - | Required by:                                     | .....           |
| - | At:  | .....           |
|   |  | .....           |
| - | Brand and Model                                  | .....           |
| - | Country of Origin                                | .....           |
| - | Does the offer comply with the specification(s)? | *YES/NO         |
| - | If not to specification, indicate deviation(s)   | .....           |
| - | Period required for delivery                     | .....           |
|   |  | *Delivery: Firm |
| - | Delivery basis                                   | .....           |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

**3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



3.9 Have you been in the service of the state for the past twelve months? .....**YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

**\*1 Are you by law required to prepare annual financial statements for auditing? YES / NO**

*\*In the event the Annual Financial Statements submitted with this tender reflect that the tenderer is not required by law to have such statement audited, Johannesburg Water reserves the discretion to interpret your selection of "Yes" as a "No" and analyse it accordingly.*

**1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. YES / NO**

.....

.....

**2. If the bidder is not required by law to prepare annual financial statements for auditing, they shall be required to furnish their Annual Financial Statements -**

i. for the past three years , or

ii. since their establishment if established during the past three years

**3. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO**

**3.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.**

**3.2 If yes, provide particulars.**

.....

4. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

4.1 If yes, furnish particulars

.....  
 .....

5. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**YES / NO**

5.1 If yes, furnish particulars

.....  
 .....

### **CERTIFICATION**

**I, THE UNDERSIGNED (NAME)** .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable
- b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section

1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20 or 90/10**

$$P_S = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_S = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20** or **90/10**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{max}$  = Price of highest acceptable bid

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

i) What percentage of the contract will be

- subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
**(Tick applicable box)**  

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name ..... of  
company/firm:.....

9.2 VAT ..... registration  
number:.....

9.3 Company ..... registration  
number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.



[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

**Municipality**                      **where**                      **business**                      **is**                      **situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....  
.....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance pin;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

### CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

#### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance pin;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>   		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p>   		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**JOHANNESBURG WATER (SOC) LTD**

**GENERAL CONDITIONS OF  
CONTRACT**

## **TABLE OF CLAUSES**

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34. Amendments of contracts
35. Prohibition of restrictive practices

**1. Definitions** 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the

supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means Delict

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier develops documentation / projects for the municipal owned entity (MOE), the MOE shall retain ownership of any written opinion, advice, presentation or other deliverable that the supplier produces for the MOE in its tangible form on payment of all fees due, owing and payable to the supplier. The ownership of the intellectual property rights in the services, products of the services and the methodology and technology used to perform the services and all its working papers shall be retained by the supplier.

#### **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's



performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payment shall be made within 30 days of receipt of the supplier statement, provided the statement submitted is correct and submitted to Johannesburg Water before the end of the month. The invoice for which payment is required must be correct, must be reflected on the statement referred to above and also be submitted by no later than the end of the month.

16.4 Payment will be made in Rands unless otherwise stipulated.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation in contractual hours**

18.1 In the event that work to be performed in terms of this contract be completed in less than the envisaged time, or in the event that the duration of such work exceeds the envisaged time pursuant to the approval by JW of an exception report referred to in clause 8 of the Scope of Work, the rate per hour payable to the contractor shall remain the same.

**19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20.Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

## **24. Antidumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the

purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

**31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by

ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. Transfer of contracts**

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

### **34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.